

SUMMONS
COURT OF COMMON PLEAS
LAKE COUNTY OHIO

MURRAY RICHELSON
 Plaintiff

VS.

LIBERTY MUTUAL INSURANCE COMPANY
 Defendant

Case Number: **18CV001042**
 Judge RICHARD L. COLLINS JR

To the following named DEFENDANT(S):

LIBERTY MUTUAL INSURANCE COMPANY
 175 BERKELEY STREET
 BOSTON MA 02116

You have been named a Defendant in a complaint filed in the Lake County Court of Common Pleas, Lake County Courthouse, Painesville, Ohio. A copy of the complaint is attached hereto. The name and address of the plaintiff's attorney is:

PATRICK J. PEROTTI ESQ
 DWORKEN & BERNSTEIN CO. LPA
 60 SOUTH PARK PLACE
 PAINESVILLE OH 44077

You are hereby summoned and required to do the following:

1. **Within 28 days after service of this Summons upon you, serve a copy of an Answer to the Complaint on the Plaintiff's Attorney or on the Plaintiff, if he/she has no attorney of record;**
2. **Within 3 days after you serve the Plaintiff or the Plaintiff's Attorney, file an Answer with your original signature with the Lake County Clerk of Court.**

Calculations of time are exclusive of the day of service.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

H.O. LEGAL DEPT.

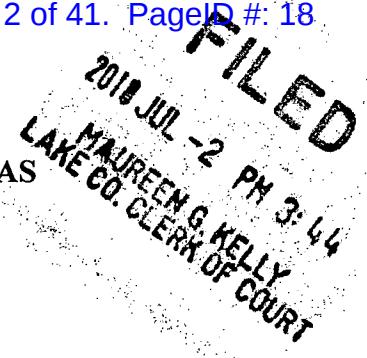
JUL 10 2018

RECEIVED

Maureen G. Kelly
 Clerk, Court of Common Pleas
 Lake County, Ohio
 25 N. Park Place
 Painesville OH 44077

By Nikki Battista
 Deputy Clerk

July 3, 2018



IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MURRAY RICHELSON,
28790 Clark Drive
Wickliffe, OH 44092
Individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

LIBERTY MUTUAL INSURANCE
COMPANY
175 Berkeley Street
Boston, MA 02116

Defendant.

CASE NO.

JUDGE

CLASS ACTION COMPLAINT

[Jury Demand Endorsed Hereon]

18CV001042
RICHARD L. COLLINS JR

Now comes Murray Richelson, individually and as a representative of all others similarly situated, and for his Class Action Complaint against Liberty Mutual Insurance Company ("Liberty") states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Murray Richelson, is a resident of Lake County, Ohio.
2. Defendant Liberty Mutual Insurance Company ("Liberty") is a corporation organized and existing under the laws of the State of Massachusetts, with its principle place of business in Massachusetts at the above address.
3. The Court has subject matter jurisdiction over all causes of action asserted herein pursuant to the Ohio Constitution, Article IV, sec. 4, because this case is a cause not given by statute to other trial courts.

4. Venue is proper in this Court because many of the acts complained of occurred within the territorial jurisdiction of this Court, including the improper adjusting practices supporting recovery for Plaintiff and all similarly situated Ohio residents.

5. This Court has personal jurisdiction over Liberty because Liberty is an insurance company registered to do business with the Ohio Department of Insurance and engaging in continuous and systematic business in the State of Ohio.

LIBERTY'S WRONGFUL CONDUCT – FRAUD IN CONNECTION WITH THE ROOF ACTUAL CASH VALUE ENDORSEMENT

6. The residential home owned by Richelson located at 28790 Clark Drive, Wickliffe, OH 44092 (“the Home”), suffered property damage on or about October 24, 2017. The roof, living room, office, and a bathroom sustained damage during a windstorm.

7. At the time of the loss the Home was insured by Liberty policy No. H3728840202640, a copy of which is attached hereto as Exhibit 1. The policy included, among other coverages, indemnity coverage for physical damage to the Home caused by perils other than those specifically excluded under the policy.

8. Richelson submitted a claim to Liberty and requested payment for the damage to the Home.

9. Liberty confirmed that the Home has sustained damage due to a covered peril and that Liberty had an obligation and duty to pay Richelson for the actual cash value of the damaged portions of the Home pursuant to the terms of his insurance policy.

10. On November 11, 2017 an adjuster submitted a final estimate for repair of the damage to the Home, a copy of which is attached hereto as Exhibit 2.

11. The adjuster's estimate found that Richelson had suffered loss and damage to the Home in the amount of \$11,011.19. The repair costs estimated by the Liberty adjuster included costs for material and labor to repair the Home, and sales tax on material.

12. Liberty's estimate provided to Richelson calculated ACV as repair or replacement cost of the damaged part of the property less depreciation.

13. In making its ACV calculation, Liberty reduced the amount it would pay Richelson for depreciation. After subtracting a deductible of \$1000, Liberty made a Net ACV payment of \$4,356.75 to Richelson.

14. Liberty's policy contains an endorsement that limits coverage for roof damage, so the insured only receives the depreciated value of the damaged roof, rather than replacement cost.

15. Liberty estimated the cost of roof repairs as \$8,960.00, but applied depreciation of \$4,609.42 so only paid Plaintiff \$4,350.58 for the roof damage, and treated the entire amount of depreciation as "unrecoverable," which means that even when the work is completed for the full estimated cost Richelson is personally suffering the cost of those repairs.

16. Plaintiff received less than half of the cost of roof repairs because of a "ROOF ACTUAL CASH VALUE" endorsement ("Roof ACV Endorsement") that Liberty falsely characterized as "ADDITIONAL COVERAGE" on the policy declaration page, when in fact it substantially diminished coverage.

17. The Roof ACV Endorsement, attached hereto as Exhibit 3, *reduces* coverage, to wit: it excludes parts of the roof such as the surfacing, vents, and flashing materials, from full replacement cost.

18. Nothing about this Roof ACV Endorsement “added” or “supplemented” anything “extra” to the coverages that were “already present or available” in the policy. The Roof ACV Endorsement did the exact opposite: it took away coverage from Plaintiff.

19. Because of Liberty’s promises to Richelson in his Policy Declarations that this Roof ACV Endorsement was an “Additional Coverage” Richelson was misled into not inquiring further and rejecting the diminished coverage endorsement.

20. Because Liberty misrepresented the Roof ACV Loss Settlement endorsement as an “Additional Coverage” Richelson relied on these false and/or willfully misleading representations, did not inquire further, and was unaware that the endorsement actually reduced coverage, to wit: excluded parts of the roof such as the surfacing, vents, and flashing materials, from full replacement cost.

21. Liberty knowingly misrepresented its Roof ACV Endorsement as an addition to coverage when in truth that endorsement is a substantial and material diminishment of coverage.

22. Because of Liberty’s promises to Richelson in his Policy Declarations that this Roof ACV Endorsement was an “Additional Coverage” Richelson was misled as to the nature of the coverage available under the policy, and in particular the coverage provided under the Roof ACV Endorsement to his homeowner’s insurance policy.

23. Richelson relied on Liberty’s false and/or willfully misleading representations, did not inquire further, and was unaware that the endorsement actually reduced coverage, to wit: excluded parts of the roof such as the surfacing, vents, and flashing materials, from full replacement cost, and left Richelson footing the bill for over half the cost of roof repairs.

24. Plaintiff Richelson, in reasonable reliance upon the false and/or willfully misleading representations made by Liberty, suffered injury as a direct and proximate result.

CLASS ALLEGATIONS

25. Richelson restates and incorporates by reference all preceding allegations as if fully re-written herein.

26. Richelson seeks to represent the Additional Coverage Class (“Additional Coverage Class”) defined as follows:

All persons and entities who have a Roof Actual Cash Value Endorsement on their Liberty homeowner’s insurance policy and suffered a loss for which they were paid ACV instead of RCV due to that endorsement.

27. The relatively small amounts of damage suffered by each class member make filing separate suits by each class member economically unfeasible.

28. Richelson is similarly situated to the members of the class, and will fairly and adequately represent all members of the class. Richelson has no relationship with Liberty other than as an adverse party in this case.

29. Plaintiff Richelson’s claim is typical of the class claims. Common questions of law and fact apply to Richelson’s claim and the claims for the class. These common questions include:

- a. Whether the word “Additional” and/or phrase “Additional Coverage” has used in Liberty’s Policy Declarations are ambiguous and susceptible to more than one reasonable interpretation, including an interpretation that permits Liberty to reduce coverage through an endorsement while labeling it an “Additional” coverage.
- b. Whether Liberty’s misleading description of the Roof Actual Cash Value Endorsement, mislabeling it as “Additional” coverage, renders that endorsement void and unenforceable:

c. Whether those insureds who were only paid ACV in connection with their roof claim, due to the Roof Actual Cash Value Endorsement, are entitled to an opportunity to claim replacement cost coverage and recover withheld depreciation.

30. Proposed counsel for the proposed class, Garson Johnson LLC and Dworken and Bernstein, CO., LPA are knowledgeable and experienced in class and insurance litigation and will fairly and adequately represent the interest of the proposed class.

31. The question of law and fact common to members of the proposed class predominate over any questions of law or fact affecting any member of the class and a class action is superior to other available methods for the fair and efficient resolution of this controversy.

32. No unusual difficulties are anticipated in the management of this case as a class action.

33. The proposed class consists of more than 40 individuals.

34. Excluded from the Class are: (1) all persons or entities that received payment from Liberty in the full amount of insurance shown on the declaration page or that otherwise received payment of the withheld depreciation; (2) Foremost and its affiliates, officers or directors; (3) members of the judiciary and their staff to whom this action is assigned; and (4) Plaintiff's counsel.

COUNT I
BREACH OF CONTRACT

35. Richelson restates and incorporates by reference all preceding allegations as if fully re-written herein.

36. By promising "Additional" coverage to Plaintiff and the putative Additional Coverage Class members but actually delivering reduced coverage, Liberty breached its coverage obligations to Richelson and the putative class members under the insurance policy.

37. Plaintiff and all putative class members satisfied or discharged all conditions precedent to Liberty's obligation under the contract.

38. As directed and proximate result of Liberty's breach of its coverage obligations under the policy, Richelson and the class members have received payment for their losses in amounts less than they were entitled to under their homeowners' insurance policies.

COUNT II
FRAUD

39. Richelson restates and incorporates by reference all preceding allegations as if fully re-written herein.

40. Plaintiff and the putative "Additional Coverage Class" members contracted with Defendant to obtain a homeowner's insurance policy along with "Additional" coverage in the form of an ACV Roof Endorsement to the policy.

41. Defendant made misrepresentations of material fact insofar as it described the Roof ACV Endorsement as "Additional" coverage, causing the class members not to inquire further into the terms of the endorsement.

42. It was material to the Plaintiff's and the putative class members' transaction that they receive "Additional" coverage.

43. Defendant's promise was a lie. At the time it made this agreement with Plaintiff and the putative class members, Defendants did not intend to perform it, to wit: Defendant actually intended to deliver an insurance policy with less coverage not "Additional" coverage.

44. Defendant has particular experience and expertise in insurance policy terms and endorsement. Plaintiff and the putative class members have no such experience and relied significantly on Defendant to accurately represent coverages on the Policy Declarations pages.

45. Defendant abused its role as an experienced insurance carrier when it fraudulently misrepresented that it would provide “Additional” coverage to Plaintiff and the putative class members.

46. These misrepresentations were made willfully and with knowledge of their falsity, with the intent of misleading Plaintiff and the putative class members.

47. Defendants sought to induce Plaintiff and the putative class members to rely upon their false statements.

48. Plaintiff reasonably relied on Defendant’s expertise and false statements of material fact.

49. Defendants’ actions were either intentional or sufficiently reckless to be considered intentional.

50. Plaintiff reasonably relied upon Defendant to follow the plain language of the Policy Declarations, which was drafted by Defendant.

51. Defendant’s actions provided an economic benefit for Defendant which motivated, in part or in whole, their conduct toward Plaintiff and the putative class members.

52. As a result of Defendant’s fraud, Plaintiff has suffered damages.

53. The putative class members similarly relied upon Defendant’s false statements of material facts, and were similarly damaged.

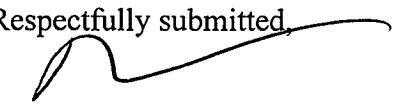
DEMAND FOR JUDGEMENT

Plaintiff Richelson, both individually, and on behalf of each member of the proposed class, requests that the court grant the following relief:

- a. Enter an order, pursuant to Rule 23 of the Ohio Rules of Civil Procedure, certifying this action as a class action for a class defined as set forth above;

- b. Enter an order appointing Garson Johnson LLC and Dworken and Bernstein Co., LPA as counsel for the plaintiff class, and appointing Plaintiff Richelson as the representative Plaintiff for the class;
- c. Enter judgement in favor of Plaintiff and the plaintiff class for their actual damages, equal to the amount they were underpaid on roof claims due to the Roof ACV Endorsement;
- d. Award Richelson and the plaintiff class all expenses of this action, and requiring Defendant to pay the costs and expenses of class notice and claim administration, and;
- e. Award such other or further relief in law or equity in favor of Plaintiff and the plaintiff class as the Court finds just and appropriate.

Respectfully submitted,

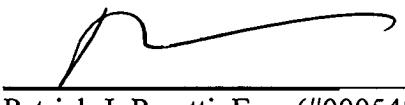

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Phone: (440) 352-3391 Fax: (440) 352-3469
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GARSON JOHNSON LLC
1600 Midland Building
101 West Prospect Avenue
Cleveland, Ohio 44115
Phone: (216) 696-9330 Fax: (216) 696-8558
Email: jderoche@garson.com

Counsel for Plaintiff

JURY DEMAND

Plaintiff hereby demands a trial by jury comprised of the maximum number of jurors allowed by law.



Patrick J. Perotti, Esq. (#0005481)
DWORKEN & BERNSTEIN CO., LPA

Counsel for Plaintiff

000001
Liberty Mutual Office
26600 Detroit Rd Ste 280
Westlake OH 44145



Murray Richelson
28790 Clark Dr
Wickliffe OH 44092-2648

Thank you for being a Liberty Mutual Home Customer since 1986!

This package contains your homeowners renewal. Please look over this information and keep it with your important documents. Also, you are receiving special group savings through your affiliation with the Temple University Alumni Association.

Remember, you can download our mobile app or visit LibertyMutual.com/register 24 hours a day to get information and manage your Liberty Mutual account.

If you have any questions about your coverage, available discounts or product offerings, please call me or a member of my service team at 1-440-808-0288/ 1-800-208-3043.

Sincerely,

Melissa Bullock
Sales Representative
1-440-808-0288
1-800-208-3043

400000010H37288402026400000000



CONTACT US

Questions About
Your Policy

By Phone
1-440-808-0288
1-800-208-3043
Mon - Fri 8AM-10PM EST
Sat 8AM-8PM EST
Sun 11AM-5PM EST

Liberty Mutual Office
26600 Detroit Rd Ste 280
Westlake OH 44145

Visit Us Online
LibertyMutual.com

To Report a Claim

By Phone
1-800-2CLAIMS
(1-800-225-2467)

Online
LibertyMutual.com/Claims

Sign Up for eService

- Pay your bill
- Go paperless
- View your policy
- File or view a claim

Manage your policy 24/7 at
LibertyMutual.com/register

CONTINUE TO THE NEXT PAGE
FOR A GUIDE TO YOUR
HOME RENEWAL PACKET



THIS IS NOT YOUR HOME INSURANCE BILL. YOU WILL BE BILLED SEPARATELY.

EXHIBIT

3



A GUIDE TO YOUR HOME RENEWAL PACKAGE

PAGE	SECTION	DESCRIPTION
1	Policy Declarations	Includes Important Information about your policy, including insurance information as well as your discounts and benefits.
1	Coverage Information	Includes important coverage information. Please review this section in detail to ensure you are fully covered. Contact us with any questions.
4-16	Important Notices & Policy Forms	This section includes any notices and policy forms that may change your coverages.



Named Insured:
1. Murray Richelson

Policy Number:
H37-288-402026-40 7 5

Policy Period:
04/28/2017 to 04/28/2018

Mailing Address:
28790 Clark Dr
Wickliffe OH 44092-2648

Affinity:
Temple University Alumni
Association

THIS IS NOT YOUR HOME INSURANCE BILL. YOU WILL BE BILLED SEPARATELY.

 Questions about your Policy? Call 1-440-808-0288 or 1-800-208-3043	Policy Number: H37-288-402026-40 7 5	Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/Claims	
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 **ACTION REQUIRED:**
PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total 12 Month Premium: * \$1,151.00

 Save an estimated \$55 annually
by switching to Paid-in-Full or
\$31 by switching to Electronic
Funds Transfer

Policy
Declarations

BILL Frequency: Monthly Installment Fee Per Payment: \$5.00

*Total 12 month policy premium above does not include Installment fees.

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Through your affiliation with the Temple University Alumni Association your policy includes special group savings on your home insurance.

Insurance Information

Named Insured: Murray Richelson

Policy Number:

H37-288-402026-40 7 5

Mailing Address: 28790 Clark Dr
Wickliffe OH 44092-2648

Policy Period:

04/28/2017-04/28/2018 12:01 a.m.
standard time at the address of the
Named Insured at Insured Location.

Insured Location: Same as Mailing address above Declarations Effective: 04/28/2017

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your total policy premium.

- Inflation Protection Discount
- Roof Actual Cash Value Loss Settlement Endorsement
- Claims Free Discount
- Multi Policy Discount - Auto
- Paperless Policy Discount
- Basic Home Safety
- Claims-Free Advantage: (Also known as Accelerated Loss Forgiveness)

Coverage Information

Standard Policy with HomeProtector Plus™

SECTION I COVERAGES	LIMITS	PREMIUM
A. Dwelling with Expanded Replacement Cost	\$ 404,700	
B. Other Structures on Insured Location	\$ 40,470	
C. Personal Property with Replacement Cost	\$ 303,530	
D. Loss of Use of Insured Location	Actual Loss Sustained	



Want to Add a Coverage?
Call 1-440-808-0288 or
1-800-208-3043 to talk to your
agent about the availability of
this coverage and whether it
meets your needs.

Policy Number:
H37-288-402026-40 7 5

Report a Claim:
1-800-2CLAIMS or
LibertyMutual.com/Claims



Coverage Information continued

SECTION II COVERAGES	LIMITS	PREMIUM
E. Personal Liability (each occurrence)	\$ 100,000	
F. Medical Payments to Others (each person)	\$ 1,000	

POLICY DEDUCTIBLES

Losses covered under Section I are subject to a deductible of: \$1,000

Total Standard Policy with HomeProtector Plus™	\$ 1,151
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ADDITIONAL COVERAGES	DEDUCTIBLE	LIMITS	PREMIUM
Credit Card, Fund Transfer Card, Forgery	\$ 1,000	\$ 0	0
Roof Actual Cash Value			INCL
Total Additional Coverages			\$ 0

Total 12 Month Policy Premium: \$1,151.00

Additional Coverages and Products Available*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- Home Computer and Smartphone:** If your smartphone or other devices are not insured, repairing or replacing them can be expensive. Did you know you can insure multiple devices for up to \$10,000 with a deductible of \$50.00?
- Identity Fraud Expense:** A stolen identity can be scary and expensive. We'll provide counseling, and pay up to \$30,000 for expenses such as lost wages and attorney fees incurred to recover your identity.
- Water Backup and Sump Pump Overflow:** Water damage can ruin your possessions. If your sump pump fails, or you suffer water damage from a sewer or drain backup, we'll pay for covered home and personal property losses.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Mortgage Information

Mortgagee 1:
CITIZENS BANK
PO Box 10
Martins Ferry, OH
43935-0010



Questions about your Policy?
Call 1-440-808-0288 or
1-800-208-3043

Policy Number:
H37-288-402026-40 7 5

Report a Claim:
1-800-2CLAIMS or
LibertyMutual.com/Claims



Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy

LibertyGuard® Deluxe Homeowner Policy (HO 00 03 04 91)	Home Protector Plus (FMHO 3331 0312)
Protective Devices (FMHO 4172 1014)	Credit Card, Fund Transfer Card, Forgery (HO 04 53 04 91)
Amendmnt Pol Definitions (FMHO-2934 7/04)	Special Provisions - Ohio (FMHO6100OH 0616)
Roof Actual Cash Value (FMHO 3325 0312)	Amendatory Mold End (FMHO 3370 1112)
Seepage Exclusion Endorsement (FMHO 3391 1112)	No SecII/Limit I-Daycare (HO 04 96 04 91)
Lead Poisoning Exclusion (FMHO-976 05/92)	Inflation Protection (FMHO-2836)
Fuel Storage Exclusion (FMHO-1097 1/97)	

Important Messages

Flood Insurance: Your Homeowners policy does not provide coverage for damage caused by flood, even if the flood is caused by a storm surge. Liberty Mutual can help you obtain this coverage through the Federal Emergency Management Agency (FEMA) if your community participates in the National Flood Insurance Program. Please call your representative for more information.

LibertyGuard® Deluxe Homeowners Policy Declarations provided and underwritten by Liberty Insurance Corporation (a stock insurance company), Boston, MA.

David H. Long
President

Mark C. Touhey
Secretary

Ty Harris
Authorized Representative

This policy, including endorsements listed above,
is countersigned by:



Important Information Regarding Changes to Your Homeowners Policy

Please review the changes to your homeowners' policy as detailed below. These changes are included in the Special Provisions endorsement provided with your enclosed renewal. This revised endorsement replaces the previous Special Provisions effective with this renewal.

The following highlights the changes to your policy :

- The definition of "business" is revised to allow for small incidental business exposures and to state that short-term rental is not considered a business;
- "Short-term rental" is added as a defined term. Rental is considered short-term if the total number of days rented during the policy period does not exceed 31;
- Vandalism and Malicious Mischief is revised to include arson. In addition, the allowable vacancy is extended from 30 to 60 days.
- The Water Damage exclusion is updated to specifically state seiche, storm surge and water released from a dam, levee or dike are not covered. Water driven by wind is updated to include hurricane or similar storms.
- Your personal property is covered when located in the residence including the portion of the residence rented as a short-term rental, provided the total number of days rented during the policy period does not exceed 31 days.

Property in your home that is currently occupied by a long-term tenant continues to be covered.

- Coverage D – Loss of Use is updated to state how coverage applies under specific conditions, such as a short-term rental. In addition, \$5,000 of coverage is added for rent you may lose due to cancellation of short-term rental reservations in place at the time of loss.
- Debris Removal is updated to cover debris removal expenses only if they are actually incurred.
- Personal Liability and Medical Payments to Others is covered for up to two roomers and boarders when a portion of your residence is rented to others for use as a private residence. The policy is now updated to specifically include short-term rentals as part of this coverage.
- Damage to Property of Others is updated to provide up to \$500 damage to property of a short-term renter when a covered loss occurs.

If you have any questions or would like to review the changes to your policy, your Liberty Mutual representative will be happy to assist you. Please contact us at the number on the enclosed Declarations page.

Thank you for insuring with Liberty Mutual. We appreciate your business.



PROTECTIVE DEVICES

For a premium discount, we acknowledge the installation of fire, theft, or water protective system or device approved by us on the "residence premises." You agree to maintain the approved system or device in working order and to let us know promptly of any change made to the system or device or if it is removed. We reserve the right of modifying or removing the discount based on our knowledge of how the system or device is maintained by you.

FMHO 4172 10/14

Page 1 of 1

Endorsements



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – OHIO

AGREEMENT

The following language is added to the end of the Agreement section:

The application for this policy is incorporated herein and made a part of this policy. When we refer to the policy, we mean this document, the application, the Declarations page, and any applicable endorsements. The Insured agrees that all of the statements in the application for this policy are his or her statements, and constitute warranties. The Insured agrees that this policy is issued in reliance upon the truth of the Insured's warranties in the application. If it is determined that any warranty made in the application is incorrect, this policy shall be void ab initio (void back to the date of inception) upon return of the policy premium.

DEFINITIONS

Item 2. "Business" is deleted and replaced by the following:

2. "Business" includes:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) or (3) below, for which no "Insured" receives more than \$3,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity; or
 - (3) A "short term rental".

Under 4. "Insured location" Item e. is deleted and replaced by the following:

e. Vacant land, including that which is vacant except for a fence, owned by or rented to an "Insured" other than farmland;

The following definition is added:

"Short term rental" means one or more rentals, in whole or in part, of the "residence premises" for up to a combined total of 31 days during the policy period.

SECTION I - PROPERTY COVERAGES

COVERAGE A – Dwelling

For form HO 00 03, Item 1. is amended as follows:

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling, and attached wall-to-wall carpeting;

COVERAGE B – Other Structures

In all forms other than HO 00 04 and HO 00 06, Item 2. is deleted and replaced by the following:

2. Rented to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C - Personal Property

The following is added under Items 1. and 2.:

However, we will not cover personal property owned by tenants or guests if the tenants or guests have compensated the "Insured" for use of the "residence premises".

Special Limits of Liability

For form HO 00 03, the introductory paragraph of Special Limits of Liability is amended to read:



These do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply.

Items 10. and 11. are deleted and replaced by the following (These are Items 7. and 8. in Form HO 00 08):

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item 10.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item 11.

For form HO 00 03, the following limits are added:

12. \$5000 on electronic data processing system equipment and the recording or storage media or accessories used with that equipment.

13. \$5000 on any one article and \$10000 in the aggregate for loss by theft of any rug, carpet (excluding attached wall-to-wall carpet), tapestry, wall-hanging or other similar article.

14. \$2500 in the aggregate for loss of any of the following whether or not they are part of a collection: trading cards, comic books, figurines, stamps, advertising materials, stuffed animals, dolls, sports and entertainment memorabilia, toys, games, militaria, and books.

15. \$1200 for any one electrical appliance for loss by sudden and accidental damage from artificially generated electrical currents. This special limit does not apply to electronic data processing equipment or storage media.

In the event Landlord Endorsement FMHO 6502 is part of this policy, the above coverage contained in Special Limits of Liability introductory paragraph and Subparagraphs 10. through 15. are deleted.

Property Not Covered

Item 3. is deleted and replaced by the following:

3. Motor vehicles or all other motorized land conveyances. This includes:

- a. Their equipment and accessories; or
- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:



- a. Used to service an "Insured's" residence; or
- b. Designed for assisting the handicapped;

In the event Landlord Endorsement FMHO 6502 is part of this policy, the above coverage contained in the final two Subparagraphs of Item 3. (a. and b.) is deleted.

Item 6. is deleted and replaced by the following:

6. Property in a location on the "residence premises", when the location is rented to others by an "Insured".

This exclusion does not apply to property of an "Insured":

- a. located on the "residence premises" when the "residence premises" is rented in whole or in part as a "short term rental"; or
- b. located in a sleeping room rented to others by an "Insured" on the "residence premises".

For form HO 00 03, the following Item is added as personal property items not covered.

10. Water or steam

COVERAGE D - Loss Of Use is deleted and replaced by the following:

The limit of liability for Coverage D is the total limit for all the coverages that follow.

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover Additional Living Expense. Additional Living Expense means any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or to permanently relocate your household elsewhere.

2. If a loss covered under this Section makes that part of the "residence premises" rented to others by you not fit to live in, we cover your Loss of Rent. Loss of Rent means the rental income to you of that part of the "residence premises" rented to others at the time of loss, less any expenses that do not continue while the premises is not fit to live in.

This coverage does not apply to:

- a. The "residence premises" or that part of the "insured location" that is not rented or leased at the time of the loss; or
- b. to any increase in rent or lease payment that occurs after the time of the loss.

We will pay up to \$5,000 to reimburse your Loss of Rent when a "short term rental" is cancelled because of a covered loss.

Payment will be for the shortest time required to repair or replace that part of the premises rented.

3. If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense and Loss of Rent as provided under 1. and 2. above for no more than two weeks.

The periods of time under 1., 2. and 3. above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement, other than a "short term rental" as provided under 2. above.

In the event Landlord Endorsement FMHO 6502 is part of this policy, the above coverages contained in Coverage D - Loss of Use are deleted and do not apply.

ADDITIONAL COVERAGES

Item 1. Debris Removal is deleted and replaced by the following:

1. Debris Removal. We will pay the reasonable expense you incur for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.



This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay the reasonable expense you incur, up to \$500, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hull;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a peril insured against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

For form HO 00 03, Item 7. Loss Assessment is deleted in its entirety.

For form HO 00 03, the following is added to item 8. Collapse.

With respect to this Additional Coverage:

- (1) Collapse means the sudden and entire falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied or used for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

Item 9. Glass or Safety Glazing Material is deleted and replaced by the following:

9. Glass or Safety Glazing Material

a. We cover:

- (1) For all forms other than HO 00 04 and HO 00 06, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window and for:
 - (a) Form HO 00 04, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions and Alterations; and
 - (b) Form HO 00 06, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (2) For all forms other than HO 00 04 and HO 00 06, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
 - (a) Form HO 00 04, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions and Alterations; and
 - (b) Form HO 00 06, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or



(2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this ADDITIONAL COVERAGE 9. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For forms HO 00 01 and HO 00 08, we will pay up to \$100 for loss under this coverage.

This coverage does not increase the limit of liability that applies to the damaged property.

(This is Additional Coverage 8. In forms HO 00 01 and HO 00 08.)

For form HO 00 03, Item 10. Landlord's Furnishings is deleted in its entirety.

The following ADDITIONAL COVERAGE is added to all forms except HO 00 08. With respect to form HO 00 04, the words 'covered building' used below, refer to property covered under ADDITIONAL COVERAGE 10. Building Additions and Alterations.

12. Ordinance or Law

- a. You may use up to 10% of the limit of liability that applies to COVERAGE A (or for form HO 00 04, you may use up to 10% of the limit of liability that applies to Building Additions and Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a PERIL INSURED AGAINST;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a PERIL INSURED AGAINST to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a PERIL INSURED AGAINST.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
 - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

(This is ADDITIONAL COVERAGE 11. In forms HO 00 01 and HO 00 06.)

SECTION I - PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

For form HO 00 03, the following is added to Item 2.b.:

(4) Footing(s)

For all forms other than HO 00 04 and HO 00 06, item 2.d. is deleted and replaced by the following:

- d. Vandalsm and malicious mischief, including fire caused by arson and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalsm or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;



For form HO 00 03, the following is added to Item 2.e.:

(10) Growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;

For form HO 00 03, the final paragraph of Item 2. is further revised as follows:

If any of these cause sudden and accidental water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

SECTION I – EXCLUSIONS

Item 1. Ordinance or Law is deleted and replaced by the following:

1. Ordinance or Law, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodelling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a., does not apply to the amount of coverage that may be provided for under ADDITIONAL COVERAGES, Glass or Safety Glazing Material or Ordinance or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is exclusion 1.a. in form HO 00 03.)

Item 2. Earth Movement is deleted and replaced by the following:

2. Earth Movement, meaning movement of the earth, whether combined with water or not, in any direction, including but not limited to:

- a. Earthquake, including land shock waves or tremors before, during, or after a volcanic eruption;
- b. Landslide, mud slide, or mud flow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement, including earth sinking, rising, shifting, expanding, contracting, or eroding;

caused by or resulting from manmade, animal, or natural actions, events, or conditions.

If direct loss by fire or explosion ensues, we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

(This is Exclusion 1.b. in Form HO 00 03.)

Item 3. is deleted and replaced by the following:

3. Water Damage, meaning:

- a. (1) Flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, storm surge or spray from any of these, whether or not driven by wind, including hurricane or similar storm; or
(2) release of water held by a dam, levee, dike or by a water or flood control device or structure;
- b. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
- c. Water which escapes or overflows from sewers or drains located off the "residence premises";



- d. Water which escapes or overflows from drains or related plumbing appliances on the "residence premises". However, this exclusion does not apply to overflow and escape caused by malfunction on the "residence premises", or obstruction on the residence premises, of a drain or plumbing appliance on the "residence premises"; or
- e. Water which escapes or overflows or discharges, for any reason, from within a sump pump, sump pump well or any other system designed to remove water which is drained from the foundation area.

Water includes any water borne materials.

This exclusion applies whether the water damage is caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

(This is exclusion 1.c. in Form HO 00 03.)

Item 4. Power Failure is deleted and replaced by the following:

- 4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But if the failure of power or other utility service results in a loss, from a PERIL INSURED AGAINST on the "residence premises," we will pay for the loss or damage caused by that PERIL INSURED AGAINST.

(This is exclusion 1.d. in Form HO 00 03.)

For Form HO 00 03, the following is added as Item 2.d.

- d. Cosmetic Loss or Damage, meaning any loss that alters only the physical appearance of the metal roof covering but:
 - (1) does not result in the penetration of water through the metal roof covering; or
 - (2) does not result in the failure of the metal roof covering to perform its intended function of keeping out the elements over an extended period of time.

Metal roof covering means the metal roofing material exposed to the weather; the underlays applied for moisture protection; and all flashings required in the replacement of a metal roof covering.

We do cover loss or damage by hail to roof coverings that allow the penetration of water through the roof covering or that results in the failure of the roof covering to perform its intended function of keeping out the elements over an extended period of time.

SECTION I – CONDITIONS

2. Your Duties After Loss.

Paragraph a. is deleted and replaced by the following:

- a. Give prompt notice to us or our agent. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than 365 days after the date of loss.

3. Loss Settlement

Under Form HO 00 06, Item b.(2) is deleted and replaced by the following:

- (2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

The following paragraph is added to all forms and applies to this policy and to any Loss Settlement provision in any other endorsement applicable to this policy:

Loss Settlement does not include payment for any actual or perceived decrease in market or resale value resulting from loss to or repair of your covered property.

SECTION II – EXCLUSIONS

Under 1. COVERAGE E – Personal Liability and COVERAGE F – Medical Payments to Others:

Item a. is deleted and replaced by the following:

- a. Which is expected or intended by the "insured", even if the resulting "bodily injury" or "property damage":



- (1) Is of a different kind, quality, or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

Item c. Is deleted and replaced by the following:

- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of the "residence premises":
 - (1) As a "short term rental" for use only as a residence;
 - (2) In part, unless intended for use as a residence more than two roomers or boarders; or
 - (3) In part, as an office, school, studio or private garage;

The following item is added:

- m. Arising out of the actions of a dangerous or vicious dog, as defined under OHIO REV. CODE, Sec. 955.11, and the "insured's" failure to keep:
 - (1) The dangerous dog, while on the premises of the owner, keeper or harborer, restrained by a leash or a tether;
 - (2) The vicious dog while on the premises of the owner, keeper, or harborer, securely confined at all times in a locked pen that has a top, a locked fenced yard or other locked enclosure that has a top; and
 - (3) The dangerous and vicious dog, while off the premises of the owner, keeper or harborer, on a chain-link leash or tether that is not more than six feet in length and in addition, keep the dog:
 - (a) Confined in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;
 - (b) Leashed or tethered and controlled by a person who is of suitable age and discretion or securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person; or
 - (c) Muzzled.

This exclusion does not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

SECTION II – ADDITIONAL COVERAGES

For form HO 00 03, Item 1.c. under Claims Expenses is amended as follows:

- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and

Under 3. Damage to Property to Others, item d. is deleted and replaced by the following:

- d. To property owned by or rented to a tenant of an "insured" or a resident in your household. This does not apply to "short term rentals"; or

For form HO 00 03, item 4. Loss Assessment is deleted in its entirety.

SECTIONS I AND II – CONDITIONS

Item 2. Concealment or Fraud is deleted and replaced by the following:

2. Concealment or Fraud

- a. This policy will not provide coverage under any part of this policy for any insured or any other person or entity seeking benefits under this policy (whether before or after a loss) if any insured:



- (1) conceals or misrepresents any material fact or circumstance,
- (2) makes false statements or
- (3) engages in fraudulent conduct,
any of which relate to a loss, an accident, or a claim.

5. Cancellation

Paragraph b. is deleted and replaced by the following:

b. We may cancel this policy, as stated below, by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will suffice proof of notice.

- (1) We may cancel at any time by letting you know at least 10 days before the date cancellation takes effect if we cancel because:
 - (a) You have not paid the premium;
 - (b) There has been a material misrepresentation of fact related to this insurance; or
 - (c) Evidence of arson exists.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if the risk has changed substantially since the policy was issued.
- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

Item 10. is added:

10. Loyalty Rewards

At our sole discretion, we, or a partner organization, may reward you by providing you, or another person insured under this policy, with things of value, including: airline miles, memberships, merchandise, points, rewards, services, or other items.

All other provisions of this policy apply.



Offer Of Mine Subsidence Insurance Coverage

This constitutes an offer to include optional mine subsidence insurance coverage in your property insurance policy. If the policy covers a one to four family dwelling structure located in one of the following Ohio counties: Delaware, Erie, Geauga, Lake, Licking, Medina, Ottawa, Portage, Preble, Summit, and Wayne. Mine Subsidence Insurance, provided by the Ohio Mine Subsidence Insurance Underwriting Association, provides up to \$300,000 of coverage or the amount of insurance on the dwelling, whichever is less, for property damage to the structure caused by mine subsidence. Mine subsidence is loss caused by the collapse or lateral or vertical movement of structures resulting from the caving in of underground mines. The annual premium for this coverage is \$5.00. To accept this offer you must complete an application for mine subsidence coverage and return it to your agent. You may obtain this application from your insurance agent who obtained the insurance on your home for you.

OH-MSI-1 (7/2009)

FMHO 3016 11 09

OHIO MINE SUBSIDENCE FORM

Page 1 of 1

Information about Homeowners Rate Determination

When determining your premium, we consider many factors, such as your credit history, claims history, and personal and property characteristics. You may request that Liberty Mutual re-evaluate your current homeowners insurance rate with up-to-date information prior to your policy's expiration. If your community adds new fire protection (fire stations) or access to new hydrants close to your home, you should contact us to evaluate possible saving opportunities.

Policy rate re-evaluation is limited to one request per policy period, and may result in a quoted premium either higher or lower. If you would like your policy re-evaluated, please call us at 1-440-808-0288/1-800-208-3043 and a representative will be happy to assist you.

Thank you for insuring with Liberty Mutual. We appreciate your business.

FMHO 3364 07 12

Page 1 of 1



NOTICE OF PRIVACY POLICY

Liberty Mutual* values you as a customer and takes your personal privacy seriously. When you request a rate quotation, apply for insurance, request changes to your insurance policy or submit a claim, you disclose information about yourself or members of your family. This notice tells you how we treat the information we collect about you.

1. INFORMATION WE MAY COLLECT

We collect information about you from:

- Applications or other forms you complete, and information you provide to us over the telephone;
- Your business dealings with us and other companies;
- Your employer or association for Liberty Mutual Group products;
- Consumer reporting agencies, Motor Vehicle Departments, inspection services and medical providers; and
- Visits to our Liberty Mutual website.

2. TYPES OF INFORMATION WE MAY DISCLOSE

We may disclose the following about you:

- Information from your application or other forms, such as your name, date of birth, address, social security number, vehicle and driver information;
- Information about your transactions with us, our affiliates or others, such as your insurance coverages, payment history, and certain claims information; and
- Information we receive from third parties, such as your motor vehicle records and claims history.

3. TO WHOM INFORMATION MAY BE DISCLOSED

We do not disclose personal information about you to anyone unless allowed by law. We are allowed by law to provide information to:

- A third party that performs services for us, such as claims investigations, medical examinations, inspections, and appraisals or for roadside assistance or the repair of your vehicle if you have a claim;
- Our affiliated companies and reinsurers;
- Insurance regulators and reporting agencies;
- Consumer reporting agencies to obtain loss history information, motor vehicle reports, or credit report information where permitted by law;
- State Motor Vehicle Departments to obtain a report of any accidents or convictions or to confirm your compliance with compulsory motor vehicle liability insurance laws;
- Law enforcement agencies or other government authorities to report suspected illegal activities;
- A person or organization conducting insurance actuarial, or research studies;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement with banks, credit unions, and affinity partners, or providers of annuity and financial products and services offered through us to our customers; and
- As otherwise permitted by law.

4. HOW WE PROTECT INFORMATION

We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information. These safeguards comply with applicable laws. We retain your information for as long as required by law or regulation. The only employees or agents who have access to your information are those who must have it to provide products or services to you. We do not sell your information to mass marketing or telemarketing companies. Any information we share with third parties, such as those organizations which perform a service for us or market our products, is subject to appropriate confidentiality protections and may be used only for the purposes intended.

*This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates that provide personal automobile, homeowners, life insurance and annuities: Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Company of America, Liberty Northwest Insurance Corporation, Liberty Life Assurance Company of Boston, Liberty County Mutual Insurance Company (Texas only), Liberty Lloyds of Texas Insurance Company, LM Property and Casualty Insurance Company, Liberty Mutual Personal Insurance Company, Liberty Personal Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, LM General Insurance Company, American States Preferred Insurance Company, Consolidated Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company and Wausau Business Insurance Company.



Liberty Mutual

Centralized Catastrophe Unit
 PO Box 515097
 Los Angeles, CA 90051-5097
 Office: (866) 823-9636
 Fax: (866) 823-9639

Insured: MURRAY RICHELSON
 Property: 28790 CLARK DR
 WICKLIFFE, OH 44092-2648
 Home: 28790 CLARK DR
 WICKLIFFE, OH 44092-2648

Cell: (216) 696-0204
 Home: (440) 944-6062
 Business: (216) 696-5250
 E-mail: mrichelso@aol.com

Claim Rep.: Ashley Gee E-mail: Ashley.gee@libertymutual.com

Claimant: RICHELSON, MURRAY Home: (440) 944-6062
 Home: 28790 CLARK DR
 WICKLIFFE, OH 44092-2648

Estimator: Rick Sullivan Cellular: (330) 328-2033

Claim Number: 036399033-01 Policy Number: H3728840202640 Type of Loss: Wind

Date Contacted: 10/26/2017 8:55 PM Date Received: 10/24/2017
 Date of Loss: 10/24/2017 Date Entered: 10/25/2017 5:21 PM
 Date Inspected: 11/6/2017 11:00 AM

Price List: OHCL8X_NOV17
 Restoration/Service/Remodel
 Estimate: MURRAY_RICHELSON

In the following pages, you will find the estimated cost of covered repairs to your property.

For Dwelling and/or Other Structure items: The estimated cost of covered repairs to your home is calculated using current local prices that are usual and customary. This estimate is based on the replacement cost of the damaged property, less your policy deductible and any applicable depreciation.

Your current mortgage company may be listed as the payee on payment(s) for the covered repairs to your home. If so, you will need to contact your mortgage company to determine their procedures for processing claims payments. The mortgage company will not be listed on payments for your personal property.

We encourage you to work with a contractor of your choice in completing the repairs to your home. If you or your contractor has any questions or concerns about this estimate, please contact the Centralized Catastrophe Unit at the number shown above. It is important to call us with questions prior to beginning repairs, as any changes in the scope of damages or pricing must be pre-approved by Liberty Mutual Insurance.

For Personal Property items: Prices are calculated utilizing like, kind and quality goods, less any applicable depreciation, policy limits, or other adjustments as outlined in the estimate. For your convenience, we can refer you to vendors who may be able to directly replace many of your lost and/or damaged items.

If you have any questions about this estimate, please do not hesitate to contact us at the numbers provided above.

Thank you for insuring with Liberty Mutual Insurance. We appreciate your business.

EXHIBIT

2



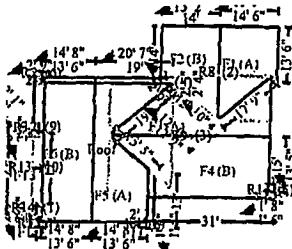
Liberty Mutual

Centralized Catastrophe Unit
PO Box 515097
Los Angeles, CA 90051-5097
Office: (866) 823-9636
Fax: (866) 823-9639

MURRAY RICHELSON

Dwelling

Roof



2517.54 Surface Area	25.18 Number of Squares
287.61 Total Perimeter Length	97.05 Total Ridge Length
15.86 Total Hip Length	

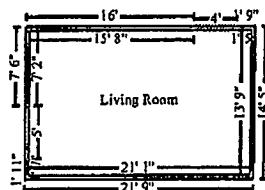
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	391.00	0.00	391.00	(0.00)	391.00
Tear off composition shingles (no haul off)	25.18 SQ	29.96	0.00	754.39	(0.00)	754.39
Ice & water shield	452.23 SF	1.73	10.45	792.81	(475.69)	317.12
Roofing felt - 15 lb.	21.54 SQ	30.57	8.34	666.82	(500.12)	166.70
Drip edge	285.31 LF	2.14	11.38	621.94	<319.85>	302.09
3 tab - 25 yr. - comp. shingle roofing - w/out felt	28.00 SQ	187.87	139.14	5,399.50	<3,887.64>	1,511.86
This line item includes a shingle material allowance of \$68.43 per square, which reflects current market prices in your area. Market prices were verified by MRP's Managed Material Program. The MRP Managed Material Program allows you or your contractor of choice to have materials delivered directly to your home for installation. For more information on MRP contact them at: deliveryNOW@MRPprogram.com or 877-949-2444.						
Valley metal - (W) profile	70.67 LF	5.83	11.48	423.49	<217.79>	205.70
Flashing - pipe jack	1.00 EA	40.18	0.60	40.78	<20.97>	19.81
Roof vent - turtle type - Metal	4.00 EA	57.26	4.27	233.31	<119.99>	113.32
Detach & Reset Power attic vent cover only - metal	1.00 EA	61.52	0.00	61.52	<0.00>	61.52
Continuous ridge vent - aluminum	10.00 LF	8.19	2.06	83.96	<43.18>	40.78
Totals: Roof		187.72	9,469.52	5,585.23	3,884.29	
Total: Roof		187.72	9,469.52	5,585.23	3,884.29	

Interior



Liberty Mutual

Centralized Catastrophe Unit
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 Los Angeles, CA 90051-5097
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 Fax: (866) 823-9639



Living Room

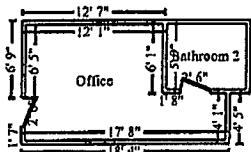
Height: 8'

497.33 SF Walls	289.90 SF Ceiling
787.23 SF Walls & Ceiling	289.90 SF Floor
32.21 SY Flooring	60.67 LF Floor Perimeter
69.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
 Missing Wall - Goes to Floor

5' X 6' 8"	Opens into Exterior
4' X 6' 8"	Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Sand, stain, and finish wood ceiling*	289.90 SF	4.73	17.86	1,389.09	(1,041.81)	347.28
Totals: Living Room			17.86	1,389.09	1,041.81	347.28



Office

Height: 8'

445.33 SF Walls	145.86 SF Ceiling
591.19 SF Walls & Ceiling	145.86 SF Floor
16.21 SY Flooring	55.67 LF Floor Perimeter
55.67 LF Ceil. Perimeter	

Door
 Door

2' 6" X 6' 8"	Opens into Exterior
2' 6" X 6' 8"	Opens into BATHROOM_2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Seal/prime then paint the ceiling (2 coats)	145.86 SF	0.65	1.53	96.34	(3.21)	93.13
Totals: Office			1.53	96.34	3.21	93.13

Bathroom 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
R&R Suspended ceiling tile - 2' x 2'	12.00 SF	1.83	0.77	22.73	(0.00)	22.73
Totals: Bathroom 1			0.77	22.73	0.00	22.73
Total: Interior			20.16	1,508.16	1,045.02	463.14
Total: Dwelling			207.88	10,977.68	6,630.25	4,347.43



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General

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Debris disposal - (Bid Item)	1.00 EA	35.00	0.00	35.00	(0.00)	35.00
The payment for this item has not yet been incurred.						
The payment for this item has not yet been incurred. For non-roofing and non-salvageable debris removal.						
Totals: General			0.00	0.00	0.00	0.00

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Painting labor minimum*	1.00 EA	71.01	0.00	71.01	(0.00)	71.01
Acoustic ceiling tile labor minimum*	1.00 EA	182.12	0.00	182.12	(0.00)	182.12
Totals: Labor Minimums Applied			0.00	253.13	0.00	253.13
Line Item Totals: MURRAY_RICHELSON			207.88	11,230.81	6,630.25	4,600.56

Grand Total Areas:

2,292.30 SF Walls	951.55 SF Ceiling	3,243.85 SF Walls and Ceiling
951.55 SF Floor	105.73 SF Flooring	141.77 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	150.77 LF Ceil. Perimeter
475.78 Floor Area	523.38 Total Area	1,146.15 Interior Wall Area
3,441.43 Exterior Wall Area	134.18 Exterior Perimeter of Walls	
2,517.54 Surface Area	25.18 Number of Squares	0.00 Total Perimeter Length
97.05 Total Ridge Length	15.86 Total Hip Length	



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Summary for Dwelling

Line Item Total	11,022.93
Material Sales Tax	207.88
Replacement Cost Value	\$11,230.81
Less Depreciation	(6,630.25)
Actual Cash Value	\$4,600.56
Less Deductible	(1,000.00)
Net Claim	\$3,600.56
Total Depreciation	6,630.25
Less Non-Recoverable Depreciation	<4,609.42>
Total Recoverable Depreciation	2,020.83
Total Paid When Incurred	35.00
Net Claim if Additional Amounts are Recovered	\$5,656.39

Additional Amounts include depreciation that has been recovered and Paid When Incurred (PWI) items. Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Dwelling Paid When Incurred

Line Item Total	35.00
Replacement Cost Value	\$35.00
Total Paid When Incurred	\$35.00

Rick Sullivan

**Liberty Mutual**

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Recap of Taxes

	Material Tax (0%)	Material Sales Tax (7%)	Cln Matl Tax (7%)	Cln&Carpet Svc Tax (7%)
Line Items	0.00	207.88	0.00	0.00
Total	0.00	207.88	0.00	0.00



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Recap by Room

Estimate: MURRAY_RICHELSON

Area: Dwelling

Area: Roof

Roof	9,281.80	84.20%
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Area Subtotal: Roof	9,281.80	84.20%
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Area: Interior

Living Room	1,371.23	12.44%
Office	94.81	0.86%
Bathroom 1	21.96	0.20%

Area Subtotal: Interior	1,488.00	13.50%
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Area Subtotal: Dwelling Labor Minimums Applied	10,769.80	97.70%
	253.13	2.30%

Subtotal of Areas	11,022.93	100.00%
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Total	11,022.93	100.00%
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Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
ACOUSTICAL TREATMENTS	202.04		202.04
GENERAL DEMOLITION	1,147.43		1,147.43
FLOOR COVERING - WOOD	1,371.23	1,028.42	342.81
PAINTING	165.82	3.16	162.66
ROOFING	8,136.41	5,457.20	2,679.21
Subtotal	11,022.93	6,488.78	4,534.15
Material Sales Tax	207.88	141.47	66.41
Total	11,230.81	6,630.25	4,600.56

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Please be advised that your policy contains the following language:

Section I – Conditions:

8. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ACTUAL CASH VALUE LOSS SETTLEMENT
WINDSTORM OR HAIL LOSSES TO ROOF SURFACING**

HOMEOWNERS

FMHO 3325 03 12

(All Forms Except HO 00 04)

A. SECTION I - CONDITIONS

For a premium credit, under paragraph 3. Loss Settlement, the following applies to the Special Loss Settlement Endorsement, if this endorsement is made a part of the policy, and to all Forms except HO 00 06 and HO 00 08:

1. Item a.(3) is deleted and replaced by the following:
 - a.(3) Structures, including their roof surfacing, that are not buildings;
2. The following item is added:
 - a.(4) Roof surfacing, roof vents and roof flashing materials on structures that are buildings if a loss to the roof surfacing is caused by the peril of Windstorm or Hail;
3. The introductory statement of item b. "Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:" is deleted and replaced by the following:
 - b. Buildings under Coverage A or B, except for their roof surfacing, roof vents and roof flashing materials if the loss to the roof surfacing, roof vents and roof flashing materials is caused by the peril of Windstorm or Hail, at replacement cost without deduction for depreciation, subject to the following:

Form HO 00 06

For a premium credit, in Form HO 00 06, paragraph 3. Loss Settlement is deleted and replaced by the following:

3. **Loss Settlement.** Covered property losses are settled as follows:
 - a. **Property of the following types:**
 - (1) Personal property; and
 - (2) Roof surfacing, roof vents and roof flashing materials if the loss is caused by the peril of Windstorm or Hail;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Coverage A - Dwelling, except for roof surfacing, roof vents and roof flashing materials if loss is caused by the peril of Windstorm or Hail:

- (1) If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
- (2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

Form HO 00 08

For a premium credit, under paragraph 3. Loss Settlement, the following applies to Form HO 00 08:

1. Item a.(3) is deleted and replaced by the following:
 - a.(3) Structures, including their roof surfacing, that are not buildings;
2. The following item is added:
 - a.(4) Roof surfacing, roof vents and roof flashing materials on structures that are buildings if a loss to the roof surfacing is caused by the peril of Windstorm or Hail;
3. The introductory statement of item b. "Buildings under Coverage A or B:" is deleted and replaced by the following:
 - b. Buildings under Coverage A or B, except for their roof surfacing, roof vents and roof flashing materials if the loss to the roof surfacing is caused by the peril of Windstorm or Hail:

- B. The provisions of this endorsement do not apply to structures insured under either the Coverage B - Off Premises Endorsement or the Specific Structures Away From The Residence Premises Endorsement, if made a part of the policy.

All other provisions of this policy apply.

MAUREEN G. KELLY

CLERK OF COURTS

Lake County Common Pleas Court

ATTENTION ALL PARTIES TO THE CASE

Whether you are represented by an Attorney or representing yourself in this Legal action, LAKE COUNTY LOCAL COURT RULES require that all participants familiarize themselves with, and follow the requirements of each court.

Pre-trial orders and procedures are available on our website at

www.lakecountyohio.gov/coc

Select DOWNLOADS

Scroll to PRE-TRIAL ORDERS

Select the appropriate pre-trial order/procedure for YOUR respective case and Judge.

If you are unable to access or unclear as to which pre-trial order/procedure applies to you, contact the Office of the Clerk of Courts, New Case Department (440.350.2657) during normal business hours and a copy will be immediately mailed to you.

Maureen G. Kelly, Clerk of Courts

Revised 7/1/2013 Pretrial orders

CERTIFIED MAIL®

Case: 1:18-cv-01801-PAG Doc #: 1-2 Filed: 08/06/18 40 of 41. PageID #: 56

Maureen G. Kelly

CLERK OF COMMON PLEAS COURT
LAKE COUNTY COURTHOUSE, WEST ANNEX
25 N. PARK PLACE
PAINESVILLE, OHIO 44077-3416



9414 7266 9904 2120 6218 63

18CV001042
9 414 7266 9904 2120 6218 63

LIBERTY MUTUAL INSURANCE CO
175 BERKELEY STREET
BOSTON, MA 02116



DANIELLE M. PANOS
PARALEGAL I

175 Berkeley Street, MS 06 F
Boston, MA 02116
Telephone: 857.224.5091
Fax: 617.574.5830
E-mail: danielle.panos@libertymutual.com

July 10, 2018

To: Corporation Services Company
ATTN: Lori Dunlap
1201 Hays Street
Tallahassee, FL 32301

Enclosed please find SOP documents from Liberty Mutual. Please upload and assign to bucket "Litigation-BB." Please contact me if you should have any questions regarding these instructions.

Thank you,

Danielle M. Panos
Paralegal I
Liberty Mutual Insurance
175 Berkeley Street
Boston, MA 02116